

1 MS. KELLEY: The only comment is page 70
2 of the JDPL.

3 MR. HARTHUN: I believe I have a copy of
4 it.

5 Walking through the AT&T proposed language
6 which I find at Section 24.0, et sec, the most
7 important aspect of what's missing in the AT&T
8 language is the equivalent of our Section 19.2,
9 which provides for indemnification from third-party
10 losses with respect to breaches of this
11 Interconnection Agreement.

12 I believe their Section 24.1 and our 19.1
13 addressed basically the same issue, and I think we
14 pointed that out in our rebuttal testimony. Much
15 of the process in Section 19.3, and I say "process"
16 to mean in the event of indemnification, who is
17 responsible for counsel, who is responsible for
18 handling the case, that kind of stuff, in large
19 part is similar for the first three or four
20 subsections of their process.

21 At the end of the AT&T language, however,
22 Verizon would require WorldCom or AT&T to modify

1 its end-user tariffs, which WorldCom believes is
2 inappropriate, for purposes of an Interconnection
3 Agreement.

4 One last point, on the last section, their
5 24.6, WorldCom finds it to be ambiguous and
6 confusing. There are several things going on there
7 with several conditions, and it's not clear exactly
8 how that indemnification would apply, I believe, in
9 a line-sharing context, but part of that is unclear
10 as well.

11 MR. FIRSCHEIN: With the exception of the
12 two provisions which you just mentioned, would you
13 otherwise be accepting of the Verizon/AT&T
14 language?

15 MR. HARTHUN: Could you give me a second.

16 (Pause.)

17 MR. HARTHUN: Just walking through these
18 in order, their 24.1, while it largely addresses
19 the same issue, it caps or restricts
20 indemnification to negligent and otherwise tortious
21 acts which is very different from ours, so for that
22 reason I cannot accept it. It, of course, is

1 missing our 19.2, which I already stated.

2 I believe their 24.2 would be acceptable,
3 and then in the process 24.3-A, B, C, D, and E
4 would be acceptable. However, for the reasons I
5 stated, 24.4, 24.5, and 24.6 would not be
6 acceptable.

7 MR. FIRSCHEIN: Thank you. I don't know
8 if this is worth exploring now, but if Verizon just
9 quickly explained whether or not those provisions
10 that would be in dispute are of primary importance
11 to it.

12 MR. ANTONIOU: Yes.

13 MR. FIRSCHEIN: Thank you. Let's move on.
14 Let's move on to issue V-11, which is another
15 indemnification provision.

16 My main question with regard to V-11--

17 MR. DYGERT: Hold on a second.

18 MR. ANTONIOU: We settled that.

19 MR. FIRSCHEIN: Wonderful.

20 MS. KELLEY: It's not settled with

21 WorldCom.

22 MR. FIRSCHEIN: V-11 is still open with

1 regard to WorldCom?

2 MR. ANTONIOU: I think so.

3 MR. HARTHUN: That's my understanding,
4 yes.

5 MR. FIRSCHEIN: I would like a quick
6 clarification on this issue. From the testimony we
7 received and also the joint DPL, it's unclear to me
8 under this provision which party would be
9 indemnifying the other party. It seems the other
10 parties had that mixed up in a couple of cases.

11 MR. ANTONIOU: I think there are two
12 indemnifications. What we agreed to with AT&T and
13 would also like to agree with WorldCom is to the
14 extent of gross negligence or willful misconduct on
15 the part of Verizon in taking--listing information
16 as provided to us which is to say listing
17 information itself is correct, we get it, we have
18 an instance of either gross negligence or willful
19 misconduct.

20 To the extent that WorldCom--and again,
21 this is the same language with AT&T--has
22 substantively identical limitations of liability

1 provisions in their contracts and tariffs, then
2 Verizon will, in fact, indemnify in those instances
3 third-party claims, WorldCom's end user customer
4 that might say, "My goodness, look how they spelled
5 my name here. This is horrible. It's going to
6 cost me money." That's the indemnification that
7 the CLEC is questioning.

8 And as far as the other way around, if we
9 obtain listing information that has certain words,
10 we print them exactly as given, make no mistakes in
11 doing our work, nonetheless the customer of the
12 CLEC files a claim against us and says, "I don't
13 like what was printed there," as long as we have
14 not made the mistake, we would like to be
15 indemnified. We take that which was given to us
16 and did exactly what we were asked to do.

17 MR. FIRSCHEIN: If I understand you
18 correctly, it sounds as though what you're
19 proposing for this indemnification provision would
20 be reciprocal; would that be the way you describe
21 it?

22 MR. ANTONIOU: Not quite, because we are

1 doing the listing work. We are not asking WorldCom
2 to indemnify us where they had willful misconduct
3 or gross negligence because they're not publishing
4 the listing. It's reciprocal only in the sense
5 that if we do exactly what they tell us to do, we
6 should not be in a position of having a claim
7 against us.

8 MR. FIRSCHEIN: Okay.

9 MR. ANTONIOU: To the extent to which
10 there is any sort of review of what the standard
11 is, we are the ones doing the work here as far as
12 the listing. We couldn't agree to a negligence
13 standard, but the higher standard, the gross
14 negligence or willful misconduct, we in fact agreed
15 with AT&T in this limited instance in dealing with
16 listings, and we would like to do that with
17 WorldCom, if at all possible.

18 MR. FIRSCHEIN: If WorldCom could just
19 briefly explain or set forth the section of that
20 provision which it disagrees with.

21 MR. HARTHUN: I'm not sure what section
22 you're referring to.

1 To answer your earlier question that Chris
2 was responding to, we are looking for reciprocal
3 indemnification. There is no specific language on
4 issue V-11 that we are looking for because the
5 language is encompassed in our Section 19.2. And
6 to boil this down to the example, if WorldCom were
7 to provide Verizon with inaccurate information with
8 respect to a listing, that would be a breach of the
9 Interconnection Agreement. If Verizon received a
10 loss or third-party claim, we would indemnify them
11 for that because we caused that harm.

12 We would ask the reciprocal be true, too.
13 If we provide them an accurate listing and it
14 somehow does not end up in the book properly due to
15 Verizon's dealings or actions, that they would
16 indemnify us from the same customer whose listing
17 was misrepresented.

18 But again, that language is part and
19 parcel for 19.2, and it is reciprocal.

20 MR. ANTONIOU: I think it's important to
21 say that what WorldCom is requesting here is
22 perfect performance. Our end-user customers that

1 receive listings for this example or any service,
2 to the extent to which there is some sort of change
3 to the normal practice, the normal practice being
4 if there is a mistake, then the remedy is the value
5 of the service that was affected. If they are
6 going to pay a hundred dollars for the listings and
7 we made a mistake, we are not going to pay the
8 hundred dollars. That's the standard for the
9 services and retail end-user customers.

10 To the extent to which there is an
11 exception, and it varies as I understand it from
12 state to state, there would be in some states no
13 exception, and in some states only for wilful
14 misconduct, and some states wilful misconduct and
15 gross negligence.

16 What WorldCom is requesting is if we make
17 a mistake, period, if there is a claim, we must
18 compensate them for it. For example, if there were
19 999 hotcuts exactly on time, perfectly done, on the
20 thousandth one, we missed it so we had to do it
21 three days later and meantime the business didn't
22 have that phone line connected, we lost \$50,000

1 worth of contracts, we made a mistake, it's true
2 with the thousandth hotcut. They want \$50,000 from
3 us contractually.

4 Alternatively, if we have 95 percent of
5 customers--alternatively, for our end-user
6 customers, the analog would be providing them new
7 service.

8 MR. FIRSCHEIN: I understand the example.
9 Just one word answer from WorldCom. Was that an
10 accurate assessment of your position?

11 MR. HARTHUN: No.

12 MR. FIRSCHEIN: All right. Could you
13 explain briefly.

14 MR. HARTHUN: What we are asking from
15 Verizon is for them to live up to their commitments
16 in this Interconnection Agreement, and I would
17 point out that Verizon in other areas asked us to
18 do exactly the same. In the resale attachment,
19 they asked us to indemnify for them for losses with
20 respect to customers that turn out to be ineligible
21 for lifeline linkup services, and they expect a
22 hundred percent performance from us on that, and we

1 plan to deliver it.

2 MR. FIRSCHEIN: Okay. Let's move on now
3 to issue VI-1(N).

4 MR. DYGERT: Let's do IV-01-13,
5 negotiations prompted by change in law.

6 MR. THAGGART: Hello, I'm Henry Thaggart,
7 attorney-advisor at the Policy Division. My first
8 question is for the WorldCom panel.

9 WorldCom, is it your position that the
10 same process should apply for negotiations
11 regardless of whether the change in law increases
12 or decreases Verizon's obligations?

13 MR. HARTHUN: Yes, that seems equitable.

14 MR. THAGGART: With respect to a change in
15 services, Verizon, what stopgap measures does
16 WorldCom have at its disposal in the
17 Interconnection Agreement to challenge a Verizon
18 interpretation of a change in law?

19 MR. ANTONIOU: Mr. Thaggart, you mean in
20 the current proposal we have on the table?

21 MR. THAGGART: Yes, sir.

22 MR. ANTONIOU: What Verizon has proposed

1 is if it believes there has been a change in law
2 that says, for example, we don't have to provide
3 any longer a particular UNE, and in that case if we
4 decide we are no longer going to provide a UNE,
5 which is likely, we would give notice, written
6 notice, to WorldCom under the notice provisions of
7 the contract. So, if we provided that notice
8 January 1st of this coming year, we could not, in
9 fact, do anything about that. In fact, stop
10 providing the service for at least 45 days after
11 that, middle of February.

12 In the meantime, from the date that
13 WorldCom got the notice January 1st, they would
14 have an immediate right, notwithstanding anything
15 else in the contract about dispute resolution, to
16 go directly to the Commission or other appropriate
17 governmental body and say we don't agree, we think
18 Verizon is wrong here, and please do not permit
19 them to do that.

20 In fact, our contract envisages that
21 Verizon understood we could request that. This is
22 not some sort of unusual remedy. If they have the

1 facts right, if we have done something wrong here,
2 my belief is they would obtain that.

3 Alternatively, if we have our ducks in a
4 row, our facts are straight, that we can stop
5 providing the service, which we better do. It's a
6 big deal to stop doing that, stop providing the
7 service, then the Commission or the court would
8 look at those facts as explained by WorldCom and we
9 would hope disagree and say no, we are not going to
10 have a remedy here that they have to continue to
11 provide the service.

12 MR. THAGGART: Sir, I understand your
13 answer to be referring to stopping or terminating
14 of a service.

15 What if there is a modification of the
16 service or the change in law impacts something
17 other than the service? For example, timing or
18 conditions or pricing conditions. Are you saying
19 the same 45-day negotiation period applies across
20 the board to all changes in law?

21 MR. ANTONIOU: The language--I don't have
22 it in front of me. My recollection is, as you

1 describe it, to cease providing the service. I
2 believe that it would also apply in the case of
3 materially modifying how it is that we provide the
4 service. So, I think I answered part of your
5 question.

6 MR. THAGGART: Let me rephrase the
7 question. I'm simply trying to understand whether
8 your proposal here specifically is related to UNES
9 or is the proposal related to all changes in law
10 that materially affect the contract?

11 MR. ANTONIOU: Certainly would apply to
12 UNES, and that's the one I had most in my mind to
13 be sure.

14 Another example, although it's a little
15 bit water under the bridge, and it's already
16 occurred, is the intercarrier comp where the
17 benefit we had to provide was the reciprocal
18 compensation and the changes. We still have to
19 make some payment, different payment structure and
20 different regime. So, the benefit of reciprocal
21 compensation would apply, and it would apply to
22 co-location, for example.

1 MR. THAGGART: This 45-day measure applies
2 to all material changes?

3 MR. ANTONIOU: I think that's right.

4 MR. THAGGART: For briefing purposes, when
5 you file a brief, WorldCom and Verizon, would you
6 please provide details, if there are details, on
7 what change-in-law provisions you all use in other
8 states. And also, WorldCom, would you please
9 respond to the proposed 45-day negotiation period
10 for all material changes in contracts.

11 MR. ANTONIOU: Could I ask for
12 clarification, when you say that we used, you mean
13 between we two parties or other contracts with
14 other parties as well?

15 MR. THAGGART: Both.

16 MR. ANTONIOU: Thank you.

17 MR. THAGGART: That's all for now, thanks.

18 MR. FIRSCHEIN: I have no questions on
19 VI-1 and VI-1(O), which leads us to VI-1(P). We
20 skip P?

21 On VI-1(R), we touched upon this issue
22 very briefly earlier. This deals with the

1 references, and whether or not references to
2 documents within the Interconnection Agreement are
3 static or dynamic. One other type of document
4 which is incorporated in that provision is changes
5 in, I think, law or Commission rules. Wouldn't
6 that, at least that section of this provision, be
7 covered by the change-in-law provision of the
8 Interconnection Agreement? Let's start with
9 Verizon.

10 MR. ANTONIOU: I'm not sure. What I mean
11 by that is Verizon would like to ensure for better
12 or worse to say if we benefit from a change, fine;
13 if we don't benefit from it, fine. But whatever
14 the law might be from time to time or whatever the
15 reference might be from time to time be what
16 applies.

17 If there is a change--this may be more
18 responsive to your question. Let's say there are
19 new obligations that we have to undertake. If
20 those are straightforward in the sense they're not
21 operationally difficult or complicated to put in
22 place, say we don't have to put in some sort of OSS

1 procedure we didn't have before, and if we really
2 don't need to coordinate the change with the other
3 party, if it's a matter of sort of being able to
4 flip a switch and provide whatever it is we are
5 required to provide, it seems to me I would like
6 the change to flow through without the other
7 carrier having to amend its contract in some way.
8 Alternatively, if it's something like the UNE
9 Remand Order where we have entirely new UNEs, that,
10 in fact, do have these sort of changes and/or
11 coordination required, we need some meeting of the
12 minds on what those changes are going to be.

13 MR. FIRSCHEIN: Your position is with
14 regard to those two elements of this provision,
15 that this provision is not repetitive of the
16 change-of-law provision?

17 MR. ANTONIOU: I think that's right.

18 MR. HARTHUN: To answer your question, I
19 think the change-in-law provision obviates the need
20 for this reference provision. The issue here is
21 just how to reference certain things. And the
22 contract is going to remain up to date with respect

1 to the applicable law through the change-in-law
2 process, which diminishes heavily the need to make
3 sure the references stay up to date because those
4 will automatically have been kept up to date
5 because of change in law.

6 MR. FIRSCHEIN: I have one final question,
7 and that is one of the types of documents which is
8 incorporated or would be incorporated in this
9 provision are a number of documents which I can
10 only refer to as internal documents of Verizon. I
11 think they referred to employee handbooks at one
12 point.

13 Verizon, in its testimony, states that in
14 any changes to even any internal document, if I
15 understand this correctly, CLECs have an
16 opportunity to raise comments to those changes.

17 MR. ANTONIOU: I'm not sure of the
18 particular reference, but I will try to give a
19 quick thumbnail sketch of how we see this.

20 There are certain things that we all do
21 together in the telecommunications community that
22 are subject to collaboratives. There are certain

1 other procedures and actions that are subject to
2 something like a changed management process, so
3 clearly those are items we have common input and
4 sort of arrived at a conclusion voluntarily.

5 There are internal manuals we might have,
6 methods and procedures about how it is that this
7 person in our company prepares a draft and sends it
8 to that person to look at for a bill. I don't
9 think we are looking for any input on how it is
10 that we internally give effect to the obligations
11 that we have in the contracts.

12 By my recollection, there aren't many, if
13 any, of those sort of references in the contract,
14 and maybe we should find all of them if you are
15 concerned about it. But as a general matter, I
16 can't think of anything in here that would give
17 CLECs as far as internal documents they should
18 concerned about, and they may have examples if they
19 bring them up now or otherwise.

20 MR. FIRSCHEIN: How many and what types of
21 these internal documents are actually referenced
22 within the Interconnection Agreement? And if that

1 is something which you can't identify for us in
2 your posthearing briefs--

3 MR. ANTONIOU: I could think of one that
4 comes to mind: The guidelines that we would have
5 for providing trunk forecasts. I can't think of
6 any off the top of my head. Anybody else has one,
7 please pipe in.

8 MR. HARTHUN: I don't have a sense right
9 now how often because all of these issues in these
10 contract provisions are subject to arbitration
11 right now. How many of them will reference--I
12 think what you are referring to is the CLEC
13 handbook, which is at three volume set right now,
14 internal documentation from Verizon.

15 MR. FIRSCHEIN: I'm working off of memory
16 here, but I seem to recall a reference to an
17 employee handbook, and that's a phrase used by
18 Verizon, but I don't remember that.

19 MR. ANTONIOU: With respect to the CLEC
20 handbook, I don't think there is anything in this
21 contract saying that the other carriers are bound
22 by what's in the CLEC handbook because I think they

1 would rightly say we don't have an opportunity
2 necessarily to change that. It's provided as a
3 guide to assist in particular in ordering so there
4 aren't mistakes, we don't want mistakes, but I
5 don't think there is anything in here that says we
6 have to follow what that might be.

7 MR. FIRSCHEIN: So, this discussion may be
8 as much theoretical as relevant as to how many of
9 these occurred within the Interconnection
10 Agreement.

11 If your post-hearings briefs if you could
12 just identify how many of these reference, the
13 different type of documents are and with regard to
14 each type of document, whether or not CLECs have an
15 opportunity to comment on any potential changes.

16 MR. ANTONIOU: Okay.

17 MR. FIRSCHEIN: Thank you.

18 MR. DYGERT: All right.

19 (Pause.)

20 MR. DYGERT: Let's start with staff
21 questions that may affect Dr. Collins.

22 MS. DAILEY: This concerns issue I-9.

1 My question, Dr. Collins, is: What
2 services does Cox provide to Verizon that are in
3 issue I-9?

4 DR. COLLINS: There are jointly shared
5 transport facilities, as an example. There may be
6 situations where Cox, certain outside plant work
7 for Verizon. It's things of that nature, as
8 opposed to anything having to do with switching or
9 things related to Cox's switch or Cox's exchange
10 outside plant, absent interoffice trunking.

11 MS. DAILEY: Are all the services pursuant
12 at issue provided pursuant to a tariff filed with
13 the Virginia Commission?

14 DR. COLLINS: Yes.

15 MS. DAILEY: Are these services referenced
16 in the Interconnection Agreement?

17 DR. COLLINS: I'm not sure they are
18 referenced in specific terms. I believe they are
19 referenced in general terms.

20 And also believe that there is a tariff
21 reference that is Cox's Virginia tariff is
22 referenced with respect to them.

1 MR. HARRINGTON: For clarification, the
2 pricing schedule at the end of the agreement does
3 contain language indicating that all other services
4 Cox might provide are available, so they're
5 technically incorporated into the agreement in that
6 regard.

7 MS. DAILEY: I guess my question is, does
8 issue I-9 with respect to Cox concern reciprocal
9 compensation rates?

10 DR. COLLINS: Not per se. The reciprocal
11 compensation rates are "merit."

12 MS. DAILEY: Okay, but the services
13 provided that are addressed in issue I-9 are not
14 services subject to reciprocal compensation; is
15 that correct?

16 DR. COLLINS: The traffic which is subject
17 to reciprocal compensation could flow over as an
18 example an entrance facility that Cox would provide
19 to Verizon. So, I don't know if I can--in that
20 circumstance I don't know if I could say that there
21 is no effect of these tariff services on reciprocal
22 compensation. They're part of the--not the

1 reciprocal compensation rate but the total revenue
2 flow that results from the traffic which then gets
3 applied to reciprocal compensation for the sole
4 termination of that traffic. There may be other
5 components.

6 MR. HARRINGTON: Is your question just as
7 to the transport and termination rates?

8 MS. DAILEY: My question has to deal with
9 the services at issue in I-9, the CLEC services at
10 issue in I-9.

11 MR. HARRINGTON: Your question was: Are
12 the transport and termination rates reciprocal
13 compensation subject to I-9? I'm not sure he
14 understood the question. That's why I'm asking.

15 MS. DAILEY: My question was: Are these
16 reciprocal compensation rates, or are these rates
17 that are addressed in a tariff filed with the
18 Virginia Commission?

19 DR. COLLINS: With respect to what is
20 usually meant when someone says "reciprocal
21 compensation," these are not part of the rates that
22 I-9 addresses.

1 MS. DAILEY: Okay.

2 DR. COLLINS: But the rates which are
3 filed with the Virginia Commission are the rates
4 that I-9 addresses.

5 MS. DAILEY: Okay.

6 MR. DYGERT: Then WorldCom has--does Cox
7 have any redirect for Dr. Collins?

8 DR. COLLINS: No.

9 MR. DYGERT: He's free to go at this
10 point?

11 MR. HARRINGTON: Yes. Thank you.

12 DR. COLLINS: Thank you. Then WorldCom
13 does have--

14 MS. MERIWEATHER: Yes, we have a few
15 questions for the Verizon witnesses.

16 MR. DYGERT: Mr. Harrington, do you want
17 to move the admission of your Exhibits 22 to 24 at
18 this point?

19 MR. HARRINGTON: Yes, I would like to.

20 MR. DYGERT: There is no objection to them
21 from Verizon?

22 MS. FAGLIONI: No objection.

1 MR. DYGERT: Great. Thank you.
2 (Cox Exhibit Nos. 22, 23 and
3 24 were admitted into
4 evidence.)

5 CROSS-EXAMINATION

6 MS. MERIWEATHER: I have a few questions
7 for Mr. Daly and Mr. Pitterle with regard to issue
8 I-9.

9 Mr. Daly and Mr. Pitterle, you stated in
10 your testimony that was filed July 31st--that's
11 your direct testimony, and in this proceeding
12 that's been marked Verizon Exhibit 6, I
13 believe--yes, Verizon Exhibit 7, on page six of
14 your testimony you state that the price cap that
15 Verizon has proposed would apply when Verizon
16 purchases and use the phrase power and space to
17 interconnect with a CLEC; is that correct?

18 MR. DALY: Do you have a line cite for
19 that?

20 MS. MERIWEATHER: Yes, I believe it's line
21 20 on page 7 of that testimony.

22 The question was: Why does Verizon

1 propose--the question in the testimony is why does
2 Verizon propose that the petitioners commit to just
3 and reasonable rates? And the answer at line 20
4 and then throughout the testimony--I'm just trying
5 to draw your attention to the phrase--you referred
6 to power and space that Verizon would purchase.

7 MR. DALY: Yes, that's correct. In line
8 20 we are referring to power and space.

9 MS. MERIWEATHER: When you say "power and
10 space," are you referring to co-location space?

11 MR. DALY: It's in the context of
12 co-location.

13 MS. MERIWEATHER: Now, isn't it true that
14 a carrier's need to purchase co-location space will
15 vary, depending on the co-location architecture,
16 interconnection architecture that's used?

17 MR. DALY: That's correct. If Verizon
18 has--potentially, as a result of this particular
19 proceeding, has the option, for instance, to bill
20 facilities directly to WorldCom's switch site and
21 is financially responsible for delivering its
22 traffic, its originating traffic, to that switched

1 site, we will need the opportunity to co-locate our
2 equipment on the premises of the switched site, the
3 WorldCom switch site.

4 MS. MERIWEATHER: As I understand it,
5 there are some interconnection architectures that
6 would not require co-location; is that right?

7 MS. DAILEY: Can I--the co-location of
8 Verizon equipment?

9 MS. MERIWEATHER: Yes.

10 MR. DALY: That's correct. Verizon's
11 VGRIP proposal is one example where it would not
12 require the co-location of Verizon equipment.

13 MS. MERIWEATHER: Okay. And one other
14 example is, as I understand it of interconnection
15 architecture that would not require co-location and
16 would therefore not require the purchase of
17 co-location space or power, as you used the phrase,
18 is the joint mid-span fiber meet method; is that
19 also correct?

20 MR. DALY: To the best of my knowledge,
21 yes, that's correct.

22 MS. MERIWEATHER: I have no further

1 questions.

2 MR. DYGERT: No redirect from Verizon?

3 MS. FAGLIONI: No redirect.

4 MR. ANTONIOU: No chuckles about South
5 Carolina or Georgia either on VGRIP.

6 MS. DAILEY: Does WorldCom--does Verizon
7 currently co-locate at a WorldCom facility for
8 purposes of delivery traffic?

9 MR. DALY: I'm not aware of any for the
10 purposes of delivery of originating local traffic.
11 I couldn't speak--there is the context, if you
12 will, of originating access traffic, for instance,
13 in the interexchange carrier world.

14 MS. DAILEY: We are not talking about
15 interexchange.

16 So, if I understood what you just said,
17 Verizon does not currently co-locate at a WorldCom
18 facility in Virginia for local exchange traffic?

19 MR. DALY: To the best of my knowledge,
20 that's true.

21 To follow up to that, I assumed based on
22 that fact that Verizon has other alternatives in

1 terms of how it's delivering originating traffic to
2 WorldCom, whether it might be leasing, direct trunk
3 transport from WorldCom, or perhaps handing it off
4 to WorldCom at one of WorldCom's co-location sites,
5 or some other mutually agreed-to location.

6 MS. DAILEY: This is just a practical
7 question. Is this a real--is this something that's
8 happening? I guess my question is: Do the
9 petitioners currently provide services to Verizon
10 that implicate this issue, or is this a theoretical
11 issue?

12 MR. DALY: The petitioners--and I
13 can't--the petitioners are in a position--yes, the
14 answer to your question is yes. Petitioners offer
15 us today and in some cases we buy dedicated
16 transport from the petitioners for the delivery of
17 our traffic.

18 MS. DAILEY: Is that priced pursuant to a
19 tariff that's filed at the Virginia Commission for
20 services in Virginia?

21 MR. DALY: I don't know that to be the
22 case. I just don't know. To answer the question

1 would be speculation on my part.

2 MS. DAILEY: We got an answer from Cox.
3 WorldCom?

4 MR. ARGENBRIGHT: Yes, WorldCom has a
5 tariff for those facilities.

6 MS. DAILEY: And AT&T?

7 MR. CEDERQVIST: Yes.

8 MS. DAILEY: Okay.

9 MR. DYGERT: Lunch.

10 (Whereupon, at 2:09 p.m., the hearing was
11 adjourned until 2:50 p.m., the same day.)

12

13

14

15

16

17

18

19

20

21

22

1 AFTERNOON SESSION

2 MR. DYGERT: All right. During the break
3 we agreed to a few more scheduling changes. I
4 propose to indicate those by listing only the
5 issues that we are going to get through this
6 afternoon with the understanding that everything
7 else has either been put off or tentatively settled
8 by the parties.

9 But Mr. Keffer, you wanted to put
10 something else on the record?

11 MR. KEFFER: Only that it's our
12 understanding that Verizon's witness for issues
13 I-11 and I-8, who was going to be available by
14 telephone this afternoon, now turns out will not be
15 available. AT&T and, I believe, Cox only had
16 cross-examination on those issues today as their
17 only remaining items.

18 So, if the Verizon witness is going to be
19 moved to next week, we are done for this week, and
20 we will excuse ourselves from the proceeding, with
21 your permission. All that I would ask is we
22 identify when next week the Verizon witness be here

1 for cross on those issues.

2 MR. KEHOE: Jeff, do I understand from
3 what you said that AT&T and Verizon have resolved
4 issue III-13, the rights-of-way issue?

5 MR. KEFFER: That is correct.

6 MR. KEHOE: It is resolved, thank you.

7 MR. DYGERT: And Verizon is going to let
8 the parties know when that witness is available
9 next week?

10 MS. FAGLIONI: I think we talked about
11 doing it on Thursday, and if we wanted to pick a
12 specific time, if it made sense, that we would do
13 it first up 9:30, if that fits in with where we are
14 next week.

15 MR. HARRINGTON: That's fine with Cox.

16 MS. KELLEY: My witness tells me she's not
17 available until 10.

18 MS. FAGLIONI: Any time Thursday is fine.

19 MR. DYGERT: We will plan on doing those
20 issues either at 9:30 or shortly thereafter--at 10,
21 approximately. How is that?

22 MR. HARRINGTON: That's perfectly